# STANDARD FO Approved For Release 2001/03/06 : CIA-RDP86-00800R000100150010-1

NOV 1969 EDITION GENERAL SERVICES ADMINISTRATION FED, PROC. REG. (41 CFR) 1-16.101

## **GENERAL PROVISIONS**

(Supply Contract)

#### 1. DEFINITIONS

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) The term "head of the agency" or "Secretary" means the Secretary, the Under Secretary, any Assistant Secretary, or any other head or assistant head of the executive or military department or other Federal agency; and the term "his duly authorized representative" means any person or persons or board (other than the Contracting Officer) authorized to act for the head of the agency or the Secretary.

(b) The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.

(c) Except as otherwise provided in this contract, the term "subcontracts" includes purchase orders under this contract.

#### 2. Changes

The Contracting Officer may at any time, by a written order, and without notice to the sureties, make changes, within the general scope of this contract, in any one or more of the following: (i) Drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the Government in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change: Provided, however, That the Contracting Officer, if he decides that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. Where the cost of property made obsolete or excess as a result of a change is included in the Contractor's claim for adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of such property. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes." However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

#### 3. EXTRAS

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefor have been authorized in writing by the Contracting Officer.

## 4. VARIATION IN QUANTITY

No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

### 5. INSPECTION

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and end products) shall be subject to inspection and test by the Government, to the extent practicable at all times and places including the period of manufacture, and in any event prior to acceptance.

(b) In case any supplies or lots of supplies are defective in material or workmanship or otherwise not in conformity with

the requirements of this contract, the Government shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Contracting Officer, corrected in place by and at the expense of the Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If the Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed, or promptly to replace or correct such supplies or lots of supplies, the Government either (i) may by contract or otherwise replace or correct such supplies and charge to the Contractor the cost occasioned the Government thereby, or (ii) may terminate this contract for default as provided in the clause of this contract entitled "Default." Unless the Contractor corrects or replaces such supplies within the delivery schedule, the Contracting Officer may require the delivery of such supplies at a reduction in price which is equitable under the circumstances. Failure to agree to such reduction of price shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(c) If any inspection or test is made by the Government on the premises of the Contractor or a subcontractor, the Contractor without additional charge shall provide all reasonable facilities and assistance for the safety and convenience of the Government inspectors in the performance of their duties. If Government inspection or test is made at a point other than the premises of the Contractor or a subcontractor, it shall be at the expense of the Government except as otherwise provided in this contract: Provided. That in case of rejection the Government shall not be liable for any reduction in value of samples used in connection with such inspection or test. All inspections and tests by the Government shall be performed in such a manner as not to unduly delay the work. The Government reserves the right to charge to the Contractor any additional cost of Government inspection and test when supplies are not ready at the time such inspection and test is requested by the Contractor or when reinspection or retest is necessitated by prior rejection. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this contract; but failure to inspect and accept or reject supplies shall neither relieve the Contractor from responsibility for such supplies as are not in accordance with the contract requirements nor impose liability on the Government therefor.

(d) The inspection and test by the Government of any supplies or lots thereof does not relieve the Contractor from any responsibility regarding defects or other failures to meet the contract requirements which may be discovered prior to acceptance. Except as otherwise provided in this contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

(e) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the supplies hereunder. Records of all inspection work by the Contractor shall be kept complete and available to the Government during the performance of this contract and for such longer period as may be specified elsewhere in this contract.

## 6. RESPONSIBILITY FOR SUPPLIES

Except as otherwise provided in this contract, (i) the Contractor shall be responsible for the supplies covered by this contract until they are delivered at the designated delivery point, regardless of the point of inspection; (ii) after delivery to the Government at the designated point and prior to acceptance by the Government or rejection and giving notice thereof by the Government, the Government shall be responsible for the loss or destruction of or damage to the supplies only if such loss, destruction,

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(1) If this contract is terminated as provided in paragraph (2) of this clause, the Government, in addition to any other rights previded in this clause, may require the Contractor to transfer tit e and deliver to the Government, in the manner and to the extent directed by the Contracting Officer, (i) any completed supplies, and (ii) such partially completed supplies and materials, sulphies, and (ii) such partially completed supplies and materials, and contract rights (hereinafter called "manufacturing materials, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically act intend for the performance of such part of this contract as has act uired for the performance of such part of this contraction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the Government has an interest. Patment for completed supplies delivered to and accepted by the

meet the required delivery schedule. from other sources in sufficient time to permit the Contractor to or services to be furnished by the subcontractor were obtainable tor any excess costs for failure to perform, unless the supplies ne fligence of either of them, the Contractor shall not be liable the Contractor and subcontractor, and without the fault or an i if such default arises out of causes beyond the control of both failure to perform is caused by the default of a subcontractor, and without the fault or negligence of the Contractor. If the in every case the failure to perform must be beyond the control strikes, freight embargoes, and unusually severe weather; but tr: etual capacity, fires, floods, epidemics, quarantine restrictions, en 3my, acts of the Government in either its sovereign or conmay include, but are not restricted to, acts of God or of the public wi hout the fault or negligence of the Contractor. Such causes pe form the contract arises out of causes beyond the control and Contractor shall not be liable for any excess costs if the failure to (c) Except with respect to defaults of subcontractors, the

(b) In the event the Government terminates this contract in who le or in part as provided in paragraph (a) of this clause, the Government may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Government for any excess costs for such similar su phies or services: Provided, That the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

istension thereof; or (ii) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to indanger performance of this contract in accordance with its erms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period is the Contracting Officer may authorize in writing) after events. The Contracting officer may authorize in writing after receipt of notice from the Contracting Officer specifying such increases.

(i) If the Contractor fails to make delivery of the supplies or  $\omega$  perform the services within the time specified herein or any

the following circumstances:

a) The Government may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, te minate the whole or any part of this contract in any one of

#### DEFAULT

centracts hereunder a provision to the effect that the subcontracter agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under the subcontract, or of the tin periods for the particular records specified in Part 1–20 of the Pederal Procurement Aegulations (4I CFR Part 1–20), which eyer be services earlier, have access to and the right to examine at y directly pertinent books, documents, paperes, and records of at y directly pertinent books, documents, paperes, and records of as the involving transactions related to the subcontract. The term "subcontract" as used in this clause excludes contract. The term "subcontract" as used in this clause excludes to the sense orders not exceeding \$2,500 and (2) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

this contract.
(b) The Contractor further agrees to include in all his sub-

(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until expiration of 3 years after final payment under this contract, or of the time periods for the particular records specified in Part  $L_{\pi}20$  of the Federal Procurement Regulations (41 CFR

formal advertising.)

(The following clause is applicable if the amount of this contract exceeds \$2,500 and was entered into by means of negotiation, but is not applicable if this contract wak entered into by means of

#### 10. EXAMINATION OF RECORDS

work contemplated by this contract.

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Government or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Government, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Government and from time to time to protect the interests of the Government and of persons supplying labor or materials in the prosecution of the

#### 9. ADDITIONAL BOND SECURITY

the Contracting Officer.

(b) In no event shall copies of this contract or of any plans, specifications, or other similar documents relating to work under this contract, if marked "Top Secret," "Secret," or "Confidential," be furnished to any assignee of any claim arising under this contract or to any other person not entitled to receive the same. However, a copy of any part or all of this contract so marked may be furnished, or any information contained therein may be disclosed, to such assignee upon the prior written authorization of closed, to such assignee upon the prior written authorization of

15, 1951, 65 Stat. 41.) Assignment of Claims Act of 1940, as amended by the Act of May President pursuant to Clause 4 of the proviso of section 1 of the partment or agency of the United States designated by the Administration, the Federal Aviation Agency, or any other de-Atomic Energy Commission, the National Aeronautics and Space Department of Defense, the General Services Administration, the war or national emergency as defined in said Act and is with the preceding sentence applies only if this contract is made in time of in said Act, as amended, be subject to reduction or setoff. (The become due under this contract shall not, to the extent provided this contract, payments to an assignee of any moneys due or to participating in such financing. Unless otherwise provided in made to one party as agent or trustee for two or more parties party, except that any such assignment or reassignment may be and not already paid, and shall not be made to more than one assignment shall cover all amounts payable under this contract reassigned to any such institution. Any such assignment or repany, or other financing institution, including any Federal lending agency, and may thereafter be further assigned and ment under this contract may be assigned to a bank, trust comfor moneys due or to become due the Contractor from the Governtract provides for payments aggregating \$1,000 or more, claims (a) Pursuant to the provisions of the Assignment of Claims Act of 1940, as amended (31 U.S.C. 203, 41 U.S.C. 15), if this con-

## 8. ASSIGNMENT OF CLAIMS

contract.

The Contractor shall be paid, upon the submission of proper invoices or vouchers, the prices stipulated herein for supplies delivered and accepted or services rendered and accepted, less deductions, if any, as herein provided. Unless otherwise specified, payment will be made on partial deliveries accepted by the Covernment when the amount due on such deliveries so warrants; or, when requested by the Contractor, payment for accepted partial deliveries shall be made whenever such payment would equal or exceed either \$1,000 or 50 percent of the total amount of this

#### SLNEWLAL 7

employment; and (iii) the Contractor shall bear all risks as to employment; and (iii) the Contractor shall bear all risks as to rejected supplies after notice of rejection, except that the Government shall be responsible for the loss, or destruction or damage to the supplies only if such loss, destruction or damage results from the gross negligence of officers agents, or employees of the Government acting within the scope of their employment.

shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys payable on account of work performed by the Contractor or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts. The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require

their inclusion in all subcontracts of any tier.

(e) Records. The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

## 17. WALSH-HEALEY PUBLIC CONTRACTS ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S. Code 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued thereunder by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect.

## 18. EQUAL OPPORTUNITY

(The following clause is applicable unless this contract is exempt under the rules, regulations, and relevant orders of the Secretary of Labor (41 CFR, ch. 60).)

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national orgin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; andselection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the Contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regula-

tions, and relevant orders of the Secretary of Labor.

(e) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

Approved For Release 2001/03/06: CIA-RDP86-00800R000100150010 10 In the event of the Contractor's more with the United States for liquidated damages. Such liquidated damages Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be impose<sup>4</sup> and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The Contractor will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### 19. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

## 20. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 21. Utilization of Small Business Concerns

(a) It is the policy of the Government as declared by the Congress that a fair proportion of the purchases and contracts for supplies and services for the Government be placed with small business concerns.

(b) The Contractor agrees to accomplish the maximum amount of subcontracting to small business concerns that the Contractor finds to be consistent with the efficient performance of this contract.

## 22. Utilization of Concerns in Labor Surplus Areas

(The following clause is applicable if this contract exceeds

It is the policy of the Government to place contracts with concerns which will perform such contracts substantially in or near concentrated unemployment or underemployment sections of States or in areas of persistent or substantial labor surplus, where this can be done consistent with the efficient performance of the contract and at prices no higher than are obtainable elsewhere. The Contractor agrees to use his best efforts to place his subcontracts in accordance with this policy. In complying with the foregoing and with paragraph (b) of the clause of this contract entitled "Utilization of Small Business Concerns" the Contractor in placing his subcontracts shall observe the following order of preference: (a) Certified-eligible concerns which are also small business concerns; (b) other certified-eligible concerns; (c) persistent labor surplus area concerns which are also small business concerns; (d) other persistent labor surplus area concerns; (e) substantial labor surplus area concerns which are also small business concerns; (f) other substantial labor surplus area concerns; and (g) small business concerns which are not labor surplus area concerns.

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(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement

of this contract of which the Contractor has knowledge. of patent or copyright infringement based on the performance promptly and in reasonable written detail, each notice or claim (a) The Contractor shall report to the Contracting Officer,

amount of this contract exceeds \$10,000. The provisions of this clause shall be applicable only if the

COPYRIGHT INFRINGEMENT

13. NOTICE AND ASSISTANCE REGARDING PATENT AND

official, representative, or board on a question of law. construed as making final the decision of any administrative graph (a) above: Provided, That nothing in this contract shall be (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in para-

with the Contracting Officer's decision diligently with the performance of the contract and in accordance final decision of a dispute hereunder, the Contractor shall proceed heard and to offer evidence in support of its appeal. Pending clause, the Contractor shall be afforded an opportunity to be evidence. In connection with any appeal proceeding under this as necessarily to imply bad faith, or not supported by substantial determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous determination of such appeals shall be final and conclusive unless of the Secretary or his duly authorized representative for the Officer a written appeal addressed to the Secretary. The decision Contractor mails or otherwise furnishes to the Contracting unless, within 30 days from the date of reciept of such copy, the decision of the Contracting Officer shall be final and conclusive or otherwise furnish a copy thereof to the Contractor. The tracting Officer, who shall reduce his decision to writing and mail is not disposed of by agreement shall be decided by the Con-(a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which

12. DISPUTES

any tier.

contractor" and "subcontractors" | mean subcontractor(s) at -dus" smragraph (e) of this clause, the terms "subrights and remedies provided by law or under this contract.

clause shall not be exclusive and are in addition to any other aint in the rights and remedies of the Government provided in this

of this contract entitled "Disputes." concerning a question of fact within the meaning of the clause ingly; failure to agree to any such adjustment shall be a dispute pensate for such termination and the contract modified accord-Government, the contract shall be equitably adjusted to comcontain a clause providing for termination for convenience of the under the provisions of this clause, and if this contract does not determined for any reason that the Contractor was not in default nation of this contract under the provisions of this clause, it is had been issued pursuant to such clause. If, after notice of termiof the Government, be the same as if the notice of termination tract contains a clause providing for termination for convenience clause, the rights and obligations of the parties shall, if the conor that the default was excusable under the provisions of this Contractor was not in default under the provisions of this clause, provisions of this clause, it is determined for any reason that the

(e) If, after notice of termination of this contract under the loss because of outstanding liens or élaims of former lien holders. manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the Government against otherwise due the Contractor for such completed supplies or entitled "Disputes." The Government may withhold from amounts question of fact within the meaning of the clause of this contract failure to agree to such amount shall be a dispute concerning a amount agreed upon by the Contractor and Contracting Officer; and for the protection and preservation of property shall be in an facturing materials delivered to and accepted by the Government Government shall be at the contract price. Payment for manu-

tior, such Contractor and subcontractor shall be liable to the be liable to any affected employee for his unpaid wages. In addithe Contractor and any subcontractor responsible therefor shall n 'he event of any violation of the provisions of paragraph (a), (t) Violation; liability for unpaid wages; liquidated damages.

ever is the greater number of overtime hours. calendar day or in excess of forty hours in such workweek, whichof jusy for all such hours worked in excess of eight hours in any sat on at a rate not less than one and one-half times his basic rate Standards Act unless such laborer or mechanic receives compensul ject to the provisions of the Contract Work Hours and Safety ealondar day or in excess of forty hours in such workweek on work is employed on such work to work in excess of eight hours in any or sermit any laborer or mechanic in any workweek in which he or involve the employment of laborers or mechanics shall require cor tracting for any part of the contract work which may require (ii) Overtime requirements. No Contractor or subcontractor

tions of the Secretary of Labor thereunder. applicable provisions and exceptions of such Act and the regula-327-333), is subject to the following provisions and to all other in he Contract Work Hours and Safety Standards Act (40 U.S.C. This contract, to the extent that it is of a character specified

OVERTIME COMPENSATION 16. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-

sentence of imprisonment at hard labor.

the Contractor agrees not to employ any person undergoing In connection with the performance of work under this contract,

15. COUVICT LABOR

with Executive Order No. 10582, dated December 17, 1954.) (The foregoing requirements are administered in accordance

isovernment to be unreasonable.

(iv) As to which the Secretary determines the cost to the once to be inconsistent with the public interest; or

(iii) As to which the Secretary determines the domestic prefer-

actory quality;

easonably available commercial quantities and of a satisluced, or manufactured in the United States in sufficient and

(ii) Which the Government determines are not mined, pro-(i) Which are for use outside the United States;

products:

this contract only domestic source end products, except end b) The Contractor agrees that there will be delivered under ured in the United States.

shall be treated as components mined, produced, or manufacor kind as the products referred to in (b) (ii) or (iii) of this clause this (a)(iii)(B), components of foreign origin of the same type of the cost of all its components. For the purposes of mined, produced, or manufactured in the United States exceeds United States if the cost of the components thereof which are United States and (B) an end product manufactured in the factured end product which has been mined or produced in the iii) A "domestic source end product" means (A) an unmanu-

pur :əsn əyqnd supplies, which are to be acquired under this contract for (ii) "End products" means those articles, materials, and

plies, which are directly incorporated in the end products; (i) "Components" means those articles, materials, and sup-

domestic source end products. For the purpose of this clause: Ode 10 a-d) provides that the Government give preference to (a) In acquiring end products, the Buy American Act (41 U.S.

I... BUY AMERICAN ACT

it demnify the Government.

o the Government except where the Contractor has agreed to Such evidence and information shall be furnished at the expense in possession of the Contractor pertaining to such suit or claim. requested by the Contracting Officer, all evidence and information under, the Contractor shall furnish to the Government, when o' any supplies furnished or work or services performed herearising out of the performance of this contract or out of the use